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#2 of 3

**AGREEMENT**

**Between**

**CUMBERLAND COUNTY BOARD OF CHOSEN FREEHOLDERS**

**And**

**CUMBERLAND COUNTY SUPERIOR OFFICER'S ASSOCIATION  
(CORRECTIONS), FRATERNAL ORDER OF POLICE LODGE #194  
/ NJFOP LABOR COUNCIL**

**JANUARY 1, 2011 THROUGH DECEMBER 31, 2014**

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PREAMBLE

THIS AGREEMENT, made this 11 day of July 2012 by and between the Board of Chosen Freeholders of the County of Cumberland (hereinafter referred to as "County" or "Employer"), and Cumberland County Superior Officer's Association (Corrections), Fraternal Order of Police Lodge # 194 / NJFOP Labor Council, representing the Sergeants, Lieutenants and Captains in the Cumberland County Department of Corrections (hereinafter referred to as "FOP", the "Association", the "SOA", the "Union" or "Employees").

WHEREAS, the well being of the employees covered by this Collective Negotiation Agreement and the efficient administration of the Cumberland County Department of Corrections are benefited by providing employees with the right to negotiation with respect to the terms and conditions of their employment

NOW, THEREFORE the employer and employees do hereby agree as follows:

ARTICLE ONE

RECOGNITION

Employer hereby recognizes the Cumberland County Superior Officer's Association (Corrections), Fraternal Order of Police Lodge #194 / NJFOP Labor Council as the exclusive representative and bargaining agent for the Sergeants, Lieutenants, and Captains affiliated with the Cumberland County Department of Corrections, for the purpose of acting as bargaining agent for establishment of salaries, wages, hours, and other conditions of employment. This recognition, however, shall not be interpreted as having the effect of abrogating the rights of Employees as established under the laws of 1968, Chapter 303, as amended by Chapter 123 P.L.

1974. This Agreement shall not apply to the non-supervisory line correction officers or any other employees of the Department of Corrections, other than those specified herein. FOP UNION members shall be allowed up to a combined total of (30) "UNION RELEASE DAYS" to conduct union business as administered & distributed by Lodge 194 President and authorized by the Warden. FOP Lodge 194 Union office space will be provided at the correctional facility by the Warden according to the best of his ability.

## ARTICLE TWO

### MANAGEMENT RIGHTS

It is the right of the Employer to determine the standards of service to be offered by its agencies; to determine the standards of selection for employment; to direct its Employees; to schedule work; to take disciplinary action; to relieve its employees from duty because of lack of work or for any other legitimate reason; to maintain the efficiency of its operation; to determine the methods, means and personnel by which its operations are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its missions in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work. The Employer's decisions on these matters are not within the scope of collective bargaining, but, notwithstanding the above, questions concerning the practical impact that decisions on these matters will have on employees, including, but not limited to questions of work load or manning, are within the scope of collective bargaining. No employee, however, shall be disciplined or discharged without just cause.

Any employee engaged in an investigatory hearing, meeting or interview that may result in a disciplinary charge being lodged against that employee shall be afforded the right to Union representation by a designated Union member.

Disciplinary or discharge proceedings shall be presented within a reasonable time following the alleged violation, with the exact charges specified in writing. Departmental hearings shall be scheduled on the earliest possible date provided that at least ten (10) days notice is provided to the charged employee. The employee shall have the right to counsel at such hearings. Disciplinary hearings shall not be scheduled to be heard on the charged employee's scheduled days off. Whenever possible, disciplinary hearings shall be scheduled to take place

either immediately preceding, during or immediately following the charged employee's regular shift.

### ARTICLE THREE

#### GENERAL PROVISIONS

A. Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decisions of the Court shall apply only to the specific portion of the Agreement affected by such decision.

B. It is agreed by the parties that they will consult with each other from time to time at the reasonable request of either, to discuss matters of general interest and concern, matters which do not constitute agreements as herein above defined. Such meetings shall be initiated by written requests of either party, which shall reflect the precise intent of the meeting, and shall provide at least seven (7) days advance notice. Said meeting shall occur within forty-five (45) days of said request.

C. The jurisdiction and authority of the Employer over matters not covered by this Agreement are expressly reserved by the Employer.

D. Any provision of this Agreement found to be in violation of any future local or national legislation, shall be subject to renegotiation by the parties to the end of insuring that such provisions are not in contradiction to any such aforementioned legislation. Only those provisions in dispute shall be affected, all other terms and conditions of this Agreement remaining unaffected.

E. Whenever an Employee covered by this Agreement has been charged with a disorderly person's offense, a petty disorderly person's offense or crime arising out of or incidental to the performance of the employee's duties other than an action instituted as a result of

a complaint by or on behalf of the Employer or for a crime committed against the employer, the employer shall pay for the cost of an attorney for the defense of such action at the Municipal Court or Superior Court level or in an appeal from Municipal Court to the Superior Court provided, however, that such Employee shall be found not guilty of the charge(s). Said Attorney shall be paid at the rate of \$95.00 per hour for services rendered, but only to the extent said services are deemed reasonable necessary to the defense of the matter. Any cost in excess of \$95.00 per hour shall be borne by the employee. Said attorney shall not bill for commuting time to and from court in excess of 30 minutes round trip per court appearance. Said attorney shall also not bill for court appearances at which said attorney request and is granted a postponement of the case. Employer shall have the right to establish reasonable overall limits on the amounts to be billed in Municipal Court matters. The attorney selected by the employee charged shall first be approved by the Employer which shall establish such administrative procedures as may be necessary for payment notice, reporting and other implementation of this section.

#### **ARTICLE FOUR**

#### **DUES CHECK-OFF**

A. Employer agrees to deduct monthly membership dues in the Cumberland County, Superior Officer's Association, Fraternal Order of Police, Local #194 / NJFOP Labor Council, from the pay of those Employees who individually request in writing that such deductions be made. For employees who have not signed and submitted to the County a written authorization allowing the deduction of regular union dues, the County shall deduct from the wages of such employees eighty-five percent (85%) of the dues as allowed under New Jersey law. The amounts to be deducted shall be certified to the Employer by the Treasurer of the F.O.P., and the aggregate deductions of all Employees shall be remitted after each pay period in which

deductions were made to the Treasurer of the F.O.P., together with a list of the names of all Employees for whom deductions were made. It is understood that such authorization shall remain in effect for the term of this Agreement, providing it does not contravene any law.

B. Any written designation to terminate the dues deduction of FOP, and the filing of such notice shall be effective to halt full deduction as of the first pay period next succeeding the date on which the notice of withdrawal is filed. Thereafter, deductions shall be made in an amount not to exceed eighty-five percent (85%) as per paragraph A.

C. The County agrees that upon request it will deduct dues for individuals and pay such dues to Cumberland County, Superior Officer's Association, FOP Lodge #194 as per N.J.S.A. 52:14-15.ge.

D. This article shall become effective as of the first pay period in May 1997, after receipt from FOP of their request of those employees who request in writing that deductions be made and after certification by FOP to county of a valid demand and return system as required by N.J.S.A. 34:13A-5.6.

#### ARTICLE FIVE

#### SENIORITY OF EMPLOYEES

A. Seniority is defined as an Employee's total length of employment as a Correction Officer and Superior Officer by the Cumberland County Department of Corrections for purposes of determining job placement, promotion, overtime assignment, special duty assignments, vacation schedules and days off. Other incidents of employment such as amount of sick leave, amount of vacation leave and longevity benefits shall be determined by the employee's total length of employment by Cumberland County.



B. An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.

C. If a question arises concerning the seniority status of two or more Employees who were hired on the same date, preference shall be given in accordance with N.J. Department of Personnel Rules and Regulations.

D. Employer shall maintain an accurate, up to date seniority roster, showing each Employee's date of hire, classification, and pay rate, and shall furnish copies of same to the FOP upon request. In any determination of work assignment for shift change or job posting, seniority, based on time in rank, shall prevail providing all other qualifications are equal.

#### **ARTICLE SIX**

#### **NON DISCRIMINATION**

Employer and Employees recognize that there shall be no discrimination by reason of sex, creed, race, origin or political affiliation insofar as employment or application for employment is concerned, or as a condition of employment. Employer further agrees that it will not interfere with or discriminate against any Employee because of membership in, or legitimate activity on behalf of, FOP Lodge # 194, nor will the Employer encourage employee membership in any other Association or union, or do anything to interfere with the exclusive representation of the bargaining unit by FOP Lodge # 194.

#### **ARTICLE SEVEN**

#### **NO STRIKE PLEDGE**

The FOP assures and pledges to Employer that its goal and purposes are such as to condone no strikes, work stoppages, slowdowns, or organized sick-outs or any other such

method or violate the constitution and laws of the State of New Jersey, and the FOP will not initiate such activities nor advocate or encourage members covered by this Agreement to initiate same.

## ARTICLE EIGHT

### GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment.

B. Nothing herein will be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate members of the Department.

C. The term "grievance" as used herein, means any controversy arising over (1) the interpretation, application, or alleged violation of the terms and conditions of this Agreement, or (2) any controversy arising out of policies, discipline or administrative decisions affecting the terms and conditions of employment including the discipline of any employee without good and just cause. A grievance may be raised by an employee, the association on behalf of the individual, or a group of individuals.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual written consent:

#### STEP I

The grievance shall be submitted in writing to the Warden by the grievant within ten (10) business days of the occurrence of the event triggering the grievance. The Warden shall submit a

written answer to the local representative of the grievant within ten (10) business days of the submission date.

## **STEP 2**

If the grievance is not satisfactorily adjusted at Step 1, the grievant, the Association, or the Association's attorney or representative may appeal to the County Personnel Grievance Committee within ten (10) business days after the receipt of the written answer at Step I. The County Personnel Grievance Committee shall submit a written decision of the grievance within ten (10) business days after hearing at Step 2. The County Personnel Grievance Committee shall serve its decision upon the grievant, the Association and the Association's attorney or representative.

## **STEP 3**

If the grievance is not satisfactorily adjusted at Step 2, the grievant, the Association, or the Association's attorney or representative may, within fifteen (15) days after receiving the decision of the County Personnel Grievance Committee, request arbitration, the cost of which shall be borne equally by both parties. The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the Association through the Public Employment Relations Commission ("PERC"), within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator, PERC shall be requested by either or both parties to provide a panel of five (5) arbitrators. The arbitrator shall then be selected pursuant to PERC procedures. The arbitrator shall restrict his inquiry to the standards established by this Agreement. The findings of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue his/her decision as soon as possible after the conclusion of the testimony and argument.

E. Failure to file a written grievance within ten (10) days of the occurrence of the event triggering the grievance shall constitute a waiver of any right to grieve the dispute.

F. The failure of management to respond within ten (10) days at Step I will result in the grievance automatically moving to the next level.

G. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any employee.

## ARTICLE NINE

### PERSONNEL REGULATIONS

A. Duty rosters shall be prepared and posed specifically setting forth the duties of each person and/or title.

B. Rules and regulations for employee conduct shall be distributed in writing to each Employee. Such rules and regulations shall be reviewed by Employer at least once each year.

C. All personnel shall receive, at least once each calendar year, an evaluation of their performances, consisting of learning abilities and initiative, dependability, ability and willingness to follow directions and the rules of the Department. The evaluation will be done by the employee's most immediate superior and a copy shall be provided to said employee. A copy of said evaluation containing the employee's signature as verifying receipt shall become part of the individual's file.

D. No individual shall be employed by Employer as a Sergeant, Lieutenant, or Captain who shall have been convicted of any violation of any criminal statute in this or in any other jurisdiction.

E. Minimum physical standards for employees shall be established and enforced by Employer.

F. Employee personnel files shall be maintained pursuant to State and Federal law. Prior to any adverse material being placed in a personnel file, the employee affected shall be given a copy of the material. The employee may respond in writing. The written response shall be attached to the adverse material in the file.

## ARTICLE TEN

### SAFETY, HEALTH AND ADMINISTRATION

A. Employer shall at all times maintain safe and healthful working conditions, and will provide Employees with any wearing apparel, equipment, tools or devices reasonably necessary in order to ensure their safety, health and security.

B. Employer and the SOA shall each designate two (2) safety committee members, whose responsibility shall be to investigate and correct any unsafe and unhealthful condition at the jail. They shall meet periodically as necessary to view conditions in general and to make recommendations to either or both parties when appropriate.

C. Employer may establish reasonable and necessary rules of work and conduct for Employees, which shall be equitably applied and enforced.

D. Employer shall provide a locker room for Employees, if space is available, together with designated bulletin board areas, which shall serve as the location for all official notices from Employer to Employees, and for the posting of S.O.A. announcements and other information.

E. The SOA shall receive a copy of the New Jersey Department of Corrections periodic report of conditions at the Cumberland County Jail.

F. To promote the personal safety of employees, management shall determine and advise the SOA of the minimum number of Officers working in the jail on any shift. Said force to be maintained whenever possible.

**ARTICLE ELEVEN**

**TRAINING**

Employees shall have previously received the required training at a certified Correctional Academy in compliance with the requirements imposed by NJ.A.C. IOA:31-5.3 and the Police Training Commission prior to promotion to the rank of Sergeant. Employees shall also receive such additional supervisory training deemed appropriate by the Warden.

**ARTICLE TWELVE**

**HOLIDAYS**

A. The following holidays are recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas
Fourth of July	

B. Holidays which fall within an Employee's vacation period shall be celebrated as soon as possible following the vacation.

C. It is understood that there shall be only one (1) day of celebration in the event that holidays are celebrated on a day other than the actual date of the said holiday, and no additional day shall be received because of the adjustment of the day of celebration.

D. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday.

E. When Employer declares by formal action, a holiday for all County Employees, those who are required to work on such a holiday shall be paid at regular hourly rates.

F. Employees who work the holiday shall be paid their regular pay and shall receive a day off within thirty (30) days of the holiday worked. In the event the Employee is given a day in lieu of a holiday within the aforesaid thirty (30) day period, the day shall be at the Employee's option provided the manpower needs of the department are satisfied and further provided that the Employee give his supervisor ten (10) working days advance notice. If the County prevents the Employee from taking the day off, the Employee shall receive normal holiday pay instead. Employees shall also have the option to accumulate holidays provided that they are taken as compensatory time. Such compensatory time in lieu of holidays shall be granted prior to December 31 of each year. The Employee shall notify the County in writing as to which holidays he wishes to accumulate on or before January 15 of each year.

G. In order to receive holiday pay and a day off within thirty (30) days of the holiday worked, the Employee must have worked the scheduled work day before and after the holiday unless excused by illness supported by a doctor's excuse or other justifiable cause. Once the employee has satisfied this requirement, there shall be no additional requirement that the employee shall work the day before or the day after the designated day off granted during the thirty (30) day period. This provision shall not be interpreted to mean that the County shall not

have the authority to request proof of sickness by doctor's slip or doctor's certification with regard to any days not worked due to sickness at any time.

### ARTICLE THIRTEEN

#### VACATIONS

A. Full-time Employees shall be entitled to vacation with pay consistent with County Policy 2.03 and as follows:

1. For Employees with less than one (1) year of completed service, one (1) working day for each month of service.
2. For Employees with one to five (1-5) years of completed service, twelve (12) days.
3. For Employees with six to twelve (6-12) years of completed service, fifteen (15) days.
4. For Employees with thirteen to twenty (13-20) years of completed service, twenty (20) days.
5. For Employees with more than twenty (20) years of completed service, twenty-five (25) days.

B. Where in any calendar year the vacation or any part thereof is not granted by pressure of work, such vacation period or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year. Not more than five (5) days may be carried over without specific approval by the Warden or his designee, and the Personnel Department.

### ARTICLE FOURTEEN

#### SICK LEAVE

A. Full-time or permanent part-time employees shall be entitled to the following sick leave with pay:



1. During the first year of service, one and one-quarter (1/4) working days sick leave with pay for each month of service from and after the date of first appointment and fifteen (15) days per year thereafter. Sick leave may be taken in increments pursuant to the policy concerning same as set forth in the County Employee Manual. If an employee does not utilize his/her entire allowable sick leave for any calendar year, the amount of unused sick leave shall accumulate to his/her credit from year to year. The employee shall be entitled to utilize such accumulated sick leave with pay if and when needed. Sick leave for purposes herein is defined by the regulations of the NJ Department of Personnel.

2. If any Employee is absent for four (4) consecutive working days, or for more than ten (10) days in anyone calendar year, for any of the reasons set forth herein, Employer shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the Employee will be absent shall be stated on the Doctor's certificate. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

3. At the discretion of the Employer, any Employee seeking sick leave, or returning from sick leave, may be required to submit acceptable medical evidence or undergo a physical examination. If the sick leave is not approved, the time involved during which an Employee is absent shall be charged to his vacation credit, if any, or otherwise the Employee will suffer the loss of pay for such time.

4. An Employee who does not expect to report for work because of personal illness, or for any reasons hereinabove defined as sick leave, shall notify his immediate superior, by telephone or personal message, at least two (2) hours before the scheduled beginning of his tour of duty.

5. Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved upon the submission of a certificate of the local Department of Health.

B. SICK LEAVE BUYBACK: Any permanent employee who has used less than five (5) days sick leave in a calendar year may, as an option, sell back his/her accrued sick time at a rate of two (2) days sick time for one (1) days pay, up to a limit of ten (10) sick days per year. Application must be made on or before January 10th of the New Year. Said amount shall be paid before January 31st of the new year based on the employee's hourly rate for the prior year. To qualify, an employee must retain a minimum of ten (10) sick days in their sick leave bank.

## ARTICLE FIFTEEN

### WORKER'S COMPENSATION

1. When an employee is incapacitated because of an occupational injury or disease (as determined by a physician designated by the employer's worker's compensation administrator), the employee shall be paid their full base salary for the initial thirty (30) days of job related disability.

2. If the employee remains incapacitated due to occupational injury or disease after the initial thirty (30) day period of disability expires, the employee shall receive worker's compensation benefits in accordance with the laws of New Jersey.

3. Time off for worker's compensation eligible occupational injury or disease shall not be charged against the employee's accumulated sick leave.

4. If the employee remains incapacitated after the initial thirty (30) day period, the County shall continue to remit pension contributions for the employee during said worker's compensation leave without pay.

**ARTICLE SIXTEEN**

**OTHER LEAVES OF ABSENCE**

Leave of absence for Employees shall be granted as provided in the Department of Personnel Statutes and Rules and Regulations thereunder. Vacation leave will not be advanced.

**A. Personal Leave**

1. All employees covered by the within agreement shall be granted an annual allowance of three (3) days personal leave with pay.

2. Personal leave shall not be cumulative and any such leave credit remaining unused by an employee at the end of the calendar year or upon separation shall be canceled. Unlike other leaves, when an employee separates, there shall be no reduction or repayments of funds for the day already used in the calendar year of separation.

The Employee must notify his supervisor at least twenty-four (24) hours in advance except in extreme emergency, whereby the supervisors may waive this requirement.

3. The priority in granting such request for personal leave shall be as follows:

- a. Emergencies;
- b. Observation of religious or other days of celebration;
- c. Employee personal business.

4. Personal leave may be taken in conjunction with other types of paid leave.

**B. Military Service.**

1. An Employee who is a member of the National Guard or Reserves of the Military or Naval forces of the United States who is required to undergo field training shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to the annual vacation leave, provided the Employee presents the official notice from his

Commanding Officer prior to the effective date of such leave. Such leave of absence shall not exceed two (2) weeks annually shall be consistent with Cumberland County Policy.

2. All other military leave shall be consistent with the policy of Cumberland County and the then applicable State and Federal laws.

C. **Funeral Leave**

All full-time employees shall be granted a leave of absence not exceeding three (3) days per occurrence because of death of a member of their immediate family. Immediate family is defined as father, mother, son, daughter, husband, wife, grandmother, grandfather, step-mother, step-father, stepson, stepdaughter, brother, sister, mother-in-law, and father-in-law and members of the family living in the same household with the employee.

D. **General Leave**

Any Employee shall be given time off without loss of pay when:

1. Performing jury duty.
2. Commanded to appear as a witness and not a party before a Court, Legislative Committee, or Judicial or Quasi Judicial Body, other than in connection with the performance of his duty as Employee.
3. Performing emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor or the President, for a period not to exceed two (2) weeks.

4. Employees returning from authorized leave of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other rights, privileges or benefits of Employees.

5. When a trial, plenary hearing or administrative law hearing is occurring in conjunction with litigation or proceedings in which an employee has been named as an individual defendant by virtue of his or her employment, said employee shall be permitted to attend same without loss of pay, barring any sequestration order. Said employee shall provide his or her immediate superior with as much notice as possible and shall promptly return to duty upon completion of the proceedings.

#### **ARTICLE SEVENTEEN**

#### **WORK SCHEDULES**

Excepting as set forth below, the work schedule shall consist of three (3) shifts covering twenty-four (24) hours per day, seven (7) days per week. The three (3) shifts shall be scheduled for eight (8) hours per day as follows: 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12 midnight and 12 midnight to 8:00 a.m. Employees shall be scheduled for five (5) consecutive working days on, followed by two (2) consecutive days off.

The work schedule for employees assigned to the Transportation Unit shall consist of five (5) consecutive days, Monday through Friday inclusive. Employees will be scheduled for eight (8) hours per day within a daily time period of 6:00 a.m. to 10:00 p.m.

Where the nature of the work involved requires continuous operation, Employees so assigned will have their schedules arranged in a manner which will insure, wherever practical, on a rotating basis, that all Employees so assigned will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.

**ARTICLE EIGHTEEN**

**OVERTIME PAY**

**A. Overtime Defined**

1. Except as hereinafter provided, overtime shall refer to any working hours beyond the regular hours of duty as described in Article Eighteen. Employees shall receive one and one half (1 1/2) times the regular hourly rate for all consecutive hours worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater.

2. When an Employee has been granted a day off and is subsequently summoned for duty on that day, one and one-half <sup>(1/2) KM SM</sup> ~~(1 1/2)~~ <sup>CK</sup> ~~time~~ the <sup>(ASN)</sup> ~~regular~~ rate shall be paid.

3. Should a sick day without a written Doctor's Certificate be claimed immediately following a preceding day's extended or double shift, only straight time rates will be allowed for hours worked on said preceding day if a habitual "call off pattern" has been established or after the employee has used six (6) sick days in that calendar year.

4. If an Employee is recorded as "absent without pay" during a work week, said time shall not be considered hours worked for overtime computation.

5. Employees shall only be permitted to interchange shifts if such arrangement is approved by the Warden or his designee. Straight time rates shall apply to this substitute period. Only hours worked in excess of the substitute period shall qualify for overtime compensation.

**B. Meetings and Conferences**

When ordered by management to attend a job related meeting or conference after regular hours of duty, overtime rates shall apply. However, should it be determined that the conference or meeting was occasioned by employee negligence or malfeasance in the performance of his duty, no compensation shall be paid to the negligent party.

C. Overtime shall be paid in cash, and shall be paid at time and one-half (1 & 1/2) of regular hourly rates of pay for each Employee.

D. Overtime shall be paid currently, in the pay period following the performance of overtime work.

E. No Employee shall have his regular work schedule or regular day off schedule changed for the purpose of avoiding payment of overtime at any time. No work shifts shall be changed without first having discussed such changes and the needs for same with the Association, and the Employee affected.

F. Whenever any Employee is assigned out of the County on a matter that requires service for more than one day, he shall be allowed reasonable expenses for transportation, food and lodging costs actually incurred.

G. Overtime will be distributed, whenever possible, according to seniority with an availability list to be maintained and posted. Acceptance or rejection of overtime will cause the top name on such a list to be placed at the bottom. No Employee shall, without reasonable justification, reject an overtime request.

H. Employer shall not reduce the work crew for the purpose of avoiding payment of overtime. This provision shall not infringe upon Employer's right to eliminate positions for economy reasons, subject to the rules of the Department of Personnel.

I. Overtime shall include time for any job related Court appearance by any employee during other than his/her regular working hours in excess of eight (8) hours per day or forty (40) hours per week.

## ARTICLE NINETEEN

### CALL IN TIME

Any Employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid a minimum of four (4) hours at the overtime rate which is appropriate as set forth in Article Eighteen hereinabove. The said payment for four (4) hours at the overtime rate shall be made regardless of the number of hours actually worked.

## ARTICLE TWENTY

### CREDITS FOR EMPLOYEES

#### A. Medical Examination

A thorough Medical Examination will be given to all personnel upon hiring. Said examination shall be at the Employer's expense.

#### B. Travel Allowance

If any Employee shall be required to use a personal vehicle in connection with the performance of his duties, he shall be allowed a mileage credit in the amount consistent with County policy 5.03, but shall not be less than the current rate of .40 cents per mile traveled, subject to the Rules and Regulations of the County Administrator.

#### C. Tuition Reimbursement

The County shall provide employees with tuition reimbursement subject to the following requirements and limitations:

1. The employee must have at least one (1) year of full-time service and be still employed as a Sergeant, Lieutenant or Captain in the Department of Corrections.
2. The college course must be taken at an accredited school approved by the County before tuition costs are incurred.



3. The college course must be related to the employee's correctional or supervisory duties.
4. The employee must have completed the approved course with a grade of "C" or

better. Proof of course completion and grade and a paid, dated receipt evidencing tuition payment must be submitted.

5. Employees must apply to the Warden to receive tuition reimbursement at least sixty (60) days prior to the start of the semester. Once approved by the Warden, the application shall be forwarded to the Director of Personnel and Human Resources for approval by the Personnel Committee.

6. Because funds are limited, annual expenditures for tuition reimbursement for the entire bargaining unit shall be limited to one (1 %) percent of the total payroll for employees in the bargaining unit. Tuition reimbursement funds shall be awarded on a first-come, first-served basis until funding is exhausted.

7. Maximum tuition reimbursement per employee shall be ONE THOUSAND TWO HUNDRED (\$1,200) DOLLARS per year. Reimbursement shall not exceed EIGHTY (\$80.00) DOLLARS per credit hour for undergraduate courses and ONE HUNDRED FORTY FIVE (\$145.00) DOLLARS per credit for graduate courses

8. Costs for books and supplies and other charges shall be borne by the employee.

#### D. Uniforms

Each employee shall receive a uniform purchase stipend as follows:

2012, \$750.00

2013, \$775.00

2014, \$775.00.

Each employee shall receive the sum of Six Hundred Seventy-Five (\$675) Dollars for the maintenance of all clothing, including shoes, worn on duty. If such Employee works for less than one (1) full year, then such amounts shall be pro-rated for the period assigned. Said allowances shall be paid on or about December 15 of each year. All ballistic vests (body armor) issued by the County of Cumberland to Officers shall meet or exceed accepted industry and State standards.

**E. Shift Differential**

Employees shall receive a shift differential rate of \$0.15 per hour for each hour worked on the 4:00 p.m. to 12:00 midnight shift and \$0.20 per hour for each hour worked on the 12:00 midnight to 8:00 a.m. shift.

**ARTICLE TWENTY-ONE**

**LIFE, HEALTH AND GENERAL LIABILITY INSURANCE**

**A. Health Insurance Benefits**

All bargaining unit employees shall have the option of choosing medical benefits plans offered by the County.

Horizon Direct Access and Horizon POS, as well as additional plans to be added. Effective upon the ratification of this Agreement, the in-network coinsurance for the Horizon plan shall be modified from 90% to 80% (office visits shall remain at 100% subject to a \$10.00 co-pay), and out-of-network coinsurance shall be modified from 70% to 60%. Out-of-pocket maximum shall remain capped based on a \$2,000.00 catastrophic limit.

Effective upon ratification of this Agreement, prescription plan co-pay shall be \$10.00 for generic prescriptions and \$25.00 for name brand prescriptions. The prescription plan co-pay for single source name brand drugs with no generic equivalent shall be \$25.00. The stated co-pay shall cover up to a 30 day supply of the prescription; however, where the mail order prescription plan is utilized, the stated co-pay shall cover up to a 90 day supply of the prescription.

The Employer shall have the rights to change health plan providers, change health insurance plans, or implement a self-insured health benefit plan provided that the benefits and

coverage of any new plan are, in the aggregate, substantially equal to the Horizon or Aetna plan (whichever is being replaced) which is in effect as of the ratification of this Agreement. Any unresolved disputes regarding whether the benefits and coverage of a proposed new plan are, in the aggregate, substantially equal to the plan now in effect as modified above, may be submitted to expedited arbitration.

In the event that the Employer seeks to make any subsequent changes in the delivery of health care benefits during the remainder of this Agreement, the employer agrees to provide the Union with 30 days notice before any such change is to take place, in order to permit the Union and the Employer to meet and discuss the proposed change and the effects of such change on bargaining unit employees.

The County dental plan benefit level shall be 50/50 of covered benefit limits with an employee co-pay of 20% of the amount of the premium.

The County optical plan coverage employee co-pay shall be \$10.00 per examination and \$10.00 per pair of eyeglasses.

**B. Life Insurance**

Employer shall provide full-time employees with life insurance coverage. The County Employee Group Life Insurance Police death benefit shall be in the amount of \$7,500.00.

When an authorized Leave of Absence without pay due to illness or other emergency leave is granted, life insurance shall be continued for the first thirty (30) days of said leave.

When an employee is injured on the job, life insurance benefits may be continued by the County at its discretion for a period not to exceed one year from the date of injury provided said injury is recognized as eligible for worker's compensation.

C. Employee Liability

Employer shall hold Employee harmless from any loss, claim or liability to any third person or persons for bodily injury or property damage arising out of an act of negligence or negligent failure to act by any Employee within the scope of and in the course of his employment to the extent insurable under the provisions of Comprehensive General Liability Insurance policy approved by the State of New Jersey and available for purchase. Said coverage shall include the undertaking of the defense of any such claim against the Employee.

ARTICLE TWENTY-TWO

LONGEVITY

A. Longevity pay will be paid as follows:

5 - 9 years of service.....	\$200.00 each year
10 - 14 years of service .....	\$300.00 each year
15 - 19 years of service .....	\$400.00 each year
20 - 24 years of service..... .....	\$500.00 each year
25 years of service thereafter... ..	\$600.00 each year

Years of service is defined as the Employee's total length of time worked beginning with his original date of hire.

ARTICLE TWENTY-THREE

SICK LEAVE ON RETIREMENT

Any permanent Employee who retires and with any earned and unused accumulated sick leave shall be entitled to receive fifty (50%) percent of his/her accumulated sick time as severance pay, said payment not to exceed \$9,000.00. This payment shall be paid in a lump sum after the effective date of retirement, or at a time mutually agreed upon by the retired Employee and Employer.

ARTICLE TWENTY-FOUR

DURATION AND RENEWAL

This Agreement shall be effective on and as of the first day of January, 2011 and shall remain in full force and in effect until the thirty-first (31) day of December 2014. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice is given, negotiating shall begin not later than ninety (90) days prior to the termination date. This agreement shall remain in full force and be effective during the period of negotiations until superseded by a successor Agreement or binding interest arbitration award, to include work hours, conditions and Sergeants salary step advancements.

ARTICLE TWENTY-FIVE

SALARIES

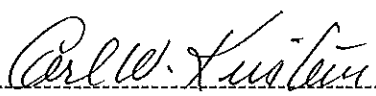
The rates of pay for all employees covered by this Agreement for calendar years 2011, 2012, 2013 & 2014 shall be set forth in <sup>km CK BN CBN</sup> the compensation schedule attached as Schedule A. During the term of this Agreement, the compensation schedule will not be <sup>km</sup> changed <sup>CK</sup> unless by mutual consent of the Employer and the Union. <sup>BN</sup> <sup>CBN</sup>

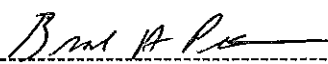
Pay days shall be consistently on Fridays except when holidays prevent such payment, and in such cases, said conflicted pay day shall occur before said Friday.

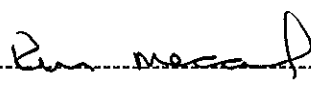
IN WITNESS WHEREOF, the County of Cumberland, by and through its Board of Chosen Freeholders and the Cumberland County Superior Officer's Association (Corrections), Fraternal Order of Police Lodge # 194, have caused this Agreement to be signed by their duly authorized representatives.

FOR THE COUNTY of CUMBERLAND

FOR NJ FOP LOCAL #194

  
-----  
Carl W. Kirstein      DATE 7/12/12  
Freeholder, Director

  
-----  
Sgt. Brad Pierce      DATE 7-11-12  
FOP Lodge #194 ~~President~~  
   Secretary

  
-----  
Ken Mecouch      DATE 7-12-12  
County Administrator

  
-----  
Christopher B. Howard      DATE 7-11-12  
NJ FOP Labor Council Field Representative

**SCHEDULE A**

**SALARIES 2011-2014**

01-01-2011 (0 %) ZERO % Salary Increase  
07-01-2012 (2 %) TWO % Salary Increase (paid retroactively)  
2012 \$750.00 ONE TIME SIGNING BONUS, upon ratification and adoption of contract.  
04-01-2013 (2.7 %) TWO POINT SEVEN % Salary Increase  
01-01-2014 (2.8 %) TWO POINT EIGHT % Salary Increase

**FOP 194 - SUPERIOR OFFICERS**

<u>Rank</u>	<u>2011 (0%)</u>	<u>7-1-2012 (2%)</u>	<u>4-1-2013 (2.7%)</u>	<u>1-1-2014 (2.8%)</u>
<u>Captain</u>	<u>\$83,729</u>	<u>\$85,404</u>	<u>\$87,709</u>	<u>\$90,165</u>
<u>Lieutenant</u>	<u>\$79,695</u>	<u>\$81,289</u>	<u>\$83,484</u>	<u>\$85,821</u>
<u>Sargeant</u>	<u>\$75,812</u>	<u>\$77,328</u>	<u>\$79,416</u>	<u>\$81,640</u>

**2012 – 2013 SERGEANT SALARY GUIDE**

For Officers promoted after final contract ratification and execution in 2012 and through 2013, salary shall increase to ½ (one half) of the difference between top Officer salary and top sergeant salary, according to the above scale. The following year, said Officer shall advance to top sergeant salary, according to the above scale. (This creates a new “two step guide” to reach full sergeant salary for Officers promoted after final contract ratification and execution in 2012 and through 2013.

**2014 SERGEANT SALARY GUIDE**

For Officers promoted to the rank of sergeant after 1-1-2014, the guide will contain a total of four (4) steps, the final being equal to the then current top sergeant salary.

STEP (1) ONE sergeant salary equal to top Officer salary plus \$10,000.

STEP (2) TWO sergeant salary increases \$5,000. OVER STEP (1) ONE salary.

STEP (3) THREE sergeant salary increases \$5,000. OVER STEP (2) TWO salary.

STEP (4) FOUR (FINAL STEP) increases to the then current Top sergeant salary.

**SCHEDULE B**

Attach current Cumberland County Post Retirement Medical coverage policy.